**Camden response to Examiners questions**

1. **How do you respond to the reservation expressed in paragraph 8 above, and how would (or does) the infrastructure payments procedure under regulation 73 work?**

Regarding the view expressed in paragraph 8, Camden operates an instalment policy so although the CIL will be due when a development commences the funds may be paid in up to 5 instalments over a 540 day period. This not considered to be a particularly stringent limit and strikes a balance between giving developers some flexibility to manage their cashflow whilst ensuring that sufficient CIL is collected in time to help address the impacts of that development.

Also, on larger sites development that will come forward in phases the CIL would be charged by phase, and with instalments if appropriate, which would provide further flexibility. It is also possible that Camden may relax this approach further in the case of very large strategic development provided a satisfactory explanation is given for why such additional flexibility is needed and how this would facilitate the provision of infrastructure to address the impact of such a development. The current instalment policy is attached for reference and is also displayed on the Camden web site: <https://www.camden.gov.uk/community-infrastructure-levy-payment>.

As far as the operation of the s73 policy is concerned, Camden will publish on its website that it is willing to accept Infrastructure Payments in lieu of collecting a CIL on a development but only in situations where this facilitates the delivery of strategic infrastructure on a development site identified in a formally adopted planning framework. In the case of Euston and also for Kentish Town Camden is preparing a planning framework. This process will help to identify what the infrastructure impacts of development are in an area and how these impacts would be mitigated through the design of development and planning obligations. Because of the particular circumstances when this approach would apply, as set out above, it is not felt that this arrangement would be undertaken very frequently.

Based on the experience of other large scale developments, negotiations between Camden and developers and stakeholders will be likely to cover on-site infrastructure provision, financial contributions secured through section 106 agreements and more generic financial contributions secured through CIL, all considered in the light of economic viability evidence (although the CIL rates are fixed changes to on-site provision may affect what CIL get charged).

This process would help to identify what CIL should be paid against a particular development and whether it addresses the infrastructure needs / requirements better than a bespoke payment or provision negotiated through a section 106 agreement. The conclusions of these discussions may be that the Council will be willing to forego all or part of the potential CIL payment depending on what needs to be addressed. Any such agreement would be finalised alongside any section 106 negotiations before planning permission is granted and would be drafted along the lines of what is set out in sections 7 and 8 of CIL regulation 73A. The agreement should be submitted with any CIL commencement notice.

Taking the format described in the regulations, the agreement must—

(a) be in writing;

(b) state the value of the infrastructure;

(c) state the date by which the infrastructure is to be provided and provide for payment to the charging authority of— (i) the CIL cash amount, and (ii) interest, in money if the infrastructure is not provided by that date, or in accordance with an agreed extension to that date.

The agreement must ensure that by the time the CIL cash amount would be payable if it was being paid in money, an amount equal to the CIL cash amount must either—

(a) have been used to provide the infrastructure; or

(b) be subject to an arrangement so that—

(i) it can only be used by P(the party signing the agreement) for the purposes of providing the infrastructure,

(ii) P cannot use that amount as a means of securing additional funding or in another way that would benefit P,

(iii) any interest or other benefit received in relation to that amount from that date belong to the charging authority,

(iv) any funds subject to the arrangement remaining once the infrastructure has been provided belong to the charging authority, and

(v) if the CIL cash amount becomes payable in money, any funds subject to the arrangement are used for that purpose.

In such an instance the Council would issue a CIL Liability Notice but would take the infrastructure payment into account when issuing a CIL Demand Notice. The operation would be similar to grant of social hosing relief. If the infrastructure payment did not occur then the Council would issue a CIL Demand Notice for the whole amount.

1. **When do you envisage that you will amend and publish your policy on Infrastructure Payments in lieu of CIL, referred to above?**

The policy will be amended and published on the Council's website at the same time that the revised charging schedule is adopted (anticipated mid to late 2020).

1. **How do you respond to the proposal by Lendlease that Euston One becomes a nil rated Zone?**

Camden has set its CIL rates by looking at the costs and values generated by development and what levels of CIL could be charged without deterring development. At the present time there is not enough certainty or evidence in terms of what infrastructure costs (i.e. station, decking and other transport costs associated with development above the station and tracks) development will be expected to bear here. There is also not any evidence to demonstrate that the costs and values of development in the Euston area based on past property transactions is significantly different from the rest of Central London. To try to introduce a zero rate here without viability evidence would potentially set a precedent for a similar approach elsewhere that would undermine CIL collection / infrastructure funding.

That said, the Council is aware of the special circumstances which affect development at Euston and is supportive of major redevelopment proposals. It is considered that an Infrastructure Payment policy better addresses Lendlease's expressed preference for a bespoke section 106 approach towards development within the Euston masterplan without risking undermining CIL collection.

1. **If pursuing that idea, would you extend that to other strategic sites, and specifically to Murphy’s Yard**

The approach would only extend to sites where a planning framework has been prepared or would be prepared and special arrangements are needed to help facilitate the delivery of strategic infrastructure. For the foreseeable future this would only include Euston and Kentish Town (which includes the Murphy's site). Details of recent and emerging planning frameworks can be viewed at the following link.

[**https://www.camden.gov.uk/planning-frameworks-and-briefs1**](https://www.camden.gov.uk/planning-frameworks-and-briefs1)